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WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In The Matter of the Mediation/Arbitration of:

THE SCHOOL DISTRICT OF COLFAX

and

Decision No. 19886-A

WEST CENTRAL EDUCATION ASSOCIATION

Appearances: Rex Gilligan, UniServ Director, for the Association
Stephen L. Weld, Attorney at Law, for the Employer

The West Central Education Association, hereinafter referred to as the Association, and the School District of Colfax, hereinafter referred to as the Employer, filed a stipulation on July 2, 1982 with the Wisconsin Employment Relations Commission, hereinafter referred to as the Commission, requesting it to initiate mediation/arbitration pursuant to Section 111.70(4)(cm)6 of the Municipal Employment Relations Act. Lionel L. Crowley a member of the Commission's staff conducted an investigation in the matter and submitted a report to the Commission. The Commission found that the Association is the exclusive collective bargaining representative of certain employees of the Employer in a collective bargaining unit consisting of all full-time and part-time employees engaged in teaching including classroom teachers, Title I teachers, guidance counselors and librarians and excluding administrators, supervisors, noninstructional personnel, office, clerical, maintenance and operating employees and substitute teachers and that the Association and the Employer have been parties to a collective bargaining agreement covering wages, hours and working conditions that expired on June 30, 1982.

On May 11, 1982 the parties exchanged their initial proposals on matters to be included in the new agreement to succeed the one expiring on June 30, 1982. Thereafter the parties met on four occasions without success in efforts to reach an accord on a new collective bargaining agreement. On August 23, 1982 a member of the Commission's staff conducted an investigation which reflected that the parties were deadlocked in their negotiations and the parties submitted final offers. The investigator notified the parties that the investigation was closed and advised the Commission that the parties remained at impasse. The Commission found that the conditions precedent to the initiation of mediation/arbitration

had been met and ordered the parties to select a mediator/arbitrator. The parties selected Zel S. Rice II as the mediator/arbitrator and on September 23, 1982 the Commission issued an order appointing Zel S. Rice II as mediator/arbitrator and directed him to endeavor to mediate the issues in dispute or to issue a final and binding award resolving the impasse by selecting either the total final offer of the Employer or the total final offer of the Association.

The Association's final offer attached hereto and marked Exhibit 'A' proposed a salary schedule with a beginning base of \$13,200.00 and lateral step increments of \$541.00 and vertical step increments of \$514.00. It included a layoff procedure that provided that the teacher with the least seniority teaching in the assignment area at the time of the layoff would be laid off except that if the Employer could demonstrate that by the layoff of a teacher a vacancy in a dual teaching assignment would occur for which no qualified replacement could be found within two weeks of receipt of the notice of layoff the teacher with the dual teaching assignment and dual certification would be exempt from the layoff or if the Employer could demonstrate that by the layoff of a teacher a vacancy in a co-curricular assignment would occur for which no qualified replacement could be found within two weeks of the date of receipt of the notice of layoff, the teacher with the co-curricular assignment would be exempt from layoff. The Employer's final offer attached hereto and marked Exhibit 'B' provided for a \$13,200.00 base with \$500.00 lateral increments and \$500.00 vertical increments. It proposed to continue the existing layoff procedure which provided that teachers would be given layoffs based on qualifications, certification, length of service with the Employer and current co-curricular assignments or activities that were to be filled, in that order. In the event that all other factors were equal, length of service would prevail. Under the Employer's proposal Title I teachers would be given layoffs on the basis of inverse district wide seniority of the teachers teaching in Title I funded programs.

A mediation session was conducted at Colfax, Wisconsin, on December 2, 1982. When it became obvious to the arbitrator that the parties were unwilling to modify their final offers to a degree that would result in resolution of the

dispute, he declared the mediation phase of the proceedings at an end and commenced a hearing on the arbitration proceeding. The Association relied primarily on a comparable group consisting of the schools in the Dunn-St. Croix Athletic Conference and one other school district in the immediate area, hereinafter referred to as Comparable Group A. The school districts included were the Dunn-St. Croix Athletic Conference schools of Elmwood, Prescott, Elk Mound, Boyceville, Spring Valley, Plum City, St. Croix Central, Colfax, Glenwood City, Arkansaw and Pepin, plus the non-conference school district of Somerset.

The 1979-80 BA minimum salary schedules for those schools ranged from a low of \$9,750.00 at Arkansaw and Glenwood City to a high of \$10,495.00 at Elmwood. The Employer ranked tenth among the twelve schools with a salary of \$10,150.00. The 1979-80 BA maximum of the schools in Comparable Group A ranged from the Employer's low of \$14,050.00 to a high of \$14,975.00 at Prescott. The 1979-80 MA minimum in Comparable Group A ranged from a low of \$10,350.00 at Arkansaw to a high of \$11,755.00 at Elmwood. The Employer ranked sixth in the Comparable Group A with an MA minimum of \$11,145.00. The 1979-80 MA maximum in Comparable Group A ranged from a low of \$15,655.00 at Arkansaw to a high of \$18,043.00 at Elmwood. The Employer ranked eighth with \$16,865.00. The 1979-80 schedule maximum of Comparable Group A ranged from a low of \$15,958.00 at Arkansaw to a high of \$18,682.00 at Elmwood. The Employer ranked seventh with a salary of \$17,308.00. The 1979-80 BA seventh step salary in Comparable Group A ranged from a low of \$11,991.00 at Arkansaw to a high of \$13,019.00 at Elmwood. The Employer ranked ninth with a salary of \$12,490.00. The 1979-80 MA tenth step salaries in Comparable Group A ranged from a low of \$13,910.00 at Arkansaw to a high of \$16,471.00 at Elmwood. The Employer ranked sixth with a salary of \$15,105.00.

The 1980-81 BA minimum in Comparable Group A ranged from a low of \$10,300.00 at Arkansaw to a high of \$11,300.00 at Spring Valley. The Employer ranked fourth with a BA minimum of \$11,200.00. The 1980-81 BA maximum salary in Comparable Group A ranged from a low of \$15,110.00 at Plum City to a high of \$16,340.00 at Prescott. The Employer ranked eighth in Comparable Group A with a BA maximum salary of \$15,450.00. The 1980-81 MA minimum salary in Comparable

Group A ranged from a low of \$10,900.00 at Arkansaw to the Employer's high of \$13,000.00. The 1980-81 MA maximum in Comparable Group A ranged from a low of \$16,487.00 at Arkansaw to a high of \$20,327.00 at Elmwood. The Employer ranked eighth in Comparable Group A with an MA maximum salary of \$18,525.00. The 1980-81 schedule maximum in Comparable Group A ranged from a low of \$16,790.00 at Arkansaw to a high of \$21,054.00 at Elmwood. The Employer had the fifth highest schedule maximum with \$19,400.00. The 1980-81 BA seventh step salary in Comparable Group A ranged from the low of \$12,668.00 at Arkansaw to the high of \$13,880.00 at Spring Valley. The Employer ranked fourth with a BA seventh step salary of \$13,750.00. The 1980-81 MA tenth step salary in Comparable Group A ranged from the low of \$14,649.00 at Arkansaw to the high of \$17,537.00 at Elmwood. The Employer had the second highest MA tenth step salary with \$16,825.00.

The 1981-82 BA minimums in Comparable Group A ranged from a low of \$11,330.00 at Arkansaw to a high of \$12,317.00 at Prescott. The Employer ranked fourth with a BA minimum salary of \$12,200.00. The 1981-82 BA maximum in Comparable Group A ranged from a low of \$16,380.00 at Boyceville to a high of \$17,811.00 at Prescott. The Employer ranked eighth with a BA maximum salary of \$16,950.00. The 1981-82 MA minimum salaries in Comparable Group A ranged from the low of \$11,990.00 at Arkansaw to the Employer's high of \$14,200.00. The 1981-82 MA maximum salary in Comparable Group A ranged from a low of \$18,136.00 at Arkansaw to a high of \$22,295.00 at Elmwood. The Employer ranked fifth with an MA maximum salary of \$20,375.00. The 1981-82 schedule maximum salary in Comparable Group A ranged from a low of \$18,467.00 at Arkansaw to a high of \$23,910.00 at Boyceville. The Employer ranked fifth with a salary of \$21,350.00. The 1981-82 BA seventh step salary in Comparable Group A ranged from a low of \$13,935.00 at Arkansaw to a high of \$15,190.00 at Elmwood. The Employer ranked fourth in Comparable Group A with a BA seventh step salary of \$15,050.00. The 1981-82 MA tenth step salary in Comparable Group A ranged from a low of \$16,114.00 at Arkansaw to a high of \$19,232.00 at Elmwood. The Employer ranked third with an MA tenth step salary of \$18,475.00.

Nine of the twelve schools in Comparable Group A have reached agreement on a

salary schedule for 1982-83. The BA minimum salary ranges from a low of \$12,200.00 at Arkansaw to a high of \$13,400.00 at Spring Valley and the average is \$12,980.00. Both the Association and the Employer proposed a BA minimum salary of \$13,200.00. The dollar increase in Comparable Group A among those schools that have reached agreement ranges from a low of \$870.00 at Arkansaw to a high of \$1,170.00 at Somerset with an average dollar increase of \$1,029.00. Both the Association and the Employer propose a dollar increase of \$1,000.00. The percentage increase of the BA minimum salary in Comparable Group A ranges from a low of 7.68% at Arkansaw to a high of 10% at Somerset with an average of 8.61%. Both the Employer and the Association propose to raise the BA minimum salary by 8.2%. The BA maximum salary among those schools in Comparable Group A that have reached agreement on a 1982-83 salary schedule range from a low of \$17,850.00 at Boyceville to a high of \$19,236.00 at Prescott with an average of \$18,492.00. These figures should be compared with the Association's proposal of a BA maximum of \$18,340.00 and the Employer's proposal of \$18,200.00. The dollar increase for a BA maximum among those schools ranges from a low of \$1,290.00 at Arkansaw to a high of \$1,470.00 at Boyceville with an average of \$1,446.00. This should be compared to the Association's proposal to increase the BA maximum by \$1,390.00 and the Employer's proposal to increase that step by \$1,250.00. The 1982-83 percentage increases in Comparable Group A range from a low of 7.53% at Arkansaw to a high of 10% at Somerset with an average of 8.49%. The Association proposes to raise the BA maximum 8.2% and the Employer proposes to increase it 7.37%. The 1982-83 MA minimums in Comparable Group A range from a low of \$12,800.00 at Arkansaw to a high of \$15,173.00 at Boyceville with an average of \$14,315.00. The Employer's proposal would have an MA minimum of \$15,200.00 and the Association's MA minimum would be \$15,364.00. The 1982-83 dollar increases for the MA minimum in Comparable Group A range from a low of \$810.00 at Arkansaw to a high of \$1,276.00 at Somerset with an average of \$1,138.00. The Association's proposal would give the MA minimum a dollar increase of \$1,164.00 while the Employer would increase the MA minimum by \$1,000.00. The 1982-83 percentage increases for an MA minimum in Comparable Group A range from a low of 6.76% at Arkansaw to a high of 10.8% at Spring Valley with an average of 8.62%. This should be compared with the Employer's proposal to increase the MA minimum by 7.04% and the Association's proposal to

increase it by 8.2%. The 1982-83 MA maximums that have been agreed upon in Comparable Group A range from a low of \$19,257.00 at Arkansaw to a high of \$24,122.00 at Elmwood with an average of \$22,089.00. The Employer's proposal would provide an MA maximum of \$21,700.00 while the Association's proposal would provide an MA maximum of \$22,046.00. The 1982-83 dollar increase in Comparable Group A for the MA maximum ranged from a low of \$1,121.00 at Arkansaw to a high of \$2,016.00 at Somerset with an average dollar increase for the MA maximum of \$1,710.00. The Association's proposal would provide an MA maximum dollar increase of \$1,671.00 while the Employer's proposal would provide an MA maximum dollar increase of \$1,325.00. The 1982-83 percentage increases for the MA maximum range from a low of 6.18% at Arkansaw to a high of 10% at Somerset with an average of 8.36%. Those percentages should be compared with the Employer's proposal to increase the MA maximum by 6.5% while the Association would increase it 8.2%. The 1982-83 schedule maximums for Comparable Group A range from a low of \$19,346.00 at Arkansaw to a high of \$26,056.00 at Boyceville with an average of \$23,078.00. The Association's proposal would provide a schedule maximum of \$23,101.00 while the Employer proposes a maximum of \$22,700.00. The 1982-83 dollar increases for the schedule maximum in Comparable Group A range from a low of \$879.00 at Arkansaw to a high of \$2,146.00 at Boyceville with an average increase in the schedule maximum of \$1,766.00. The Association's proposal would increase the schedule maximum by \$1,751.00 while the Employer's proposal would increase it by \$1,350.00. The 1982-83 percentages increases for the schedule maximum range from a low of 4.76% at Arkansaw to a high of 10% at Somerset with an average of 8.22%. These figures should be compared with the Association's proposal to increase the schedule maximum by 8.2% while the Employer would increase it by 6.32%. The 1982-83 BA seventh step salaries agreed upon in Comparable Group A range from a low of \$14,560.00 at Arkansaw to a high of \$16,434.00 at Elmwood with an average of \$15,983.00. The Employer proposes a BA seventh step salary of \$16,200.00 while the Association proposes \$16,284.00. The 1982-83 dollar increases for the BA seventh step range from a low of \$625.00 at Arkansaw to a high of \$1,451.00 at Somerset with an average dollar increase of \$1,211.00. The Association proposes a BA seventh step dollar increase of \$1,234.00 while the Employer would increase it by \$1,150.00. The 1982-83 percentage increases for the BA seventh step range from a low of 4.49%

at Arkansaw to a high of 10% at Somerset with an average of 8.18%. The Association would increase the BA seventh step by 8.2% while the Employer would limit the increase to 7.64%. The 1982-83 MA tenth step salaries in Comparable Group A that have been agreed upon range from a low of \$16,643.00 at Arkansaw to a high of \$20,808.00 at Elmwood with an average of \$19,288.00. The Employer proposes an MA tenth step salary of \$19,700.00 and the Association proposes \$19,990.00. The 1982-83 dollar increase in Comparable Group A for the MA tenth step range from a low of \$529.00 at Arkansaw to a high of \$1,729.00 at Somerset with an average dollar increase of \$1,453.00. The Association's proposal provides a dollar increase for an MA tenth step of \$1,516.00 while the Employer proposes to increase it \$1,225.00. The 1982-83 percentage increases in Comparable Group A for the MA tenth step range from a low of 3.28% at Arkansaw to a high of 10% at Somerset with an average increase of 8.09%. The Association's proposal would increase the MA tenth step by 8.2% while the Employer would increase it by 6.63%.

The Association relies secondarily on a comparable group consisting of similarly sized schools with full-time equivalent facilities of less than 100 within a 35 miles radius of the Employer. The school districts comprising this comparable group, hereinafter referred to as Comparable Group B, consist of Elk Mound, Cornell, Altoona, Spring Valley, Mondovi, Fall Creek, Durand, Colfax and Cadott. Those schools had 1979-80 BA minimum salaries ranging from a low of \$10,000.00 at Cadott to a high of \$10,400.00 at Elk Mound. The Employer's 1979-80 BA minimum ranked eighth in Comparable Group B with a salary of \$10,150.00. The 1979-80 BA maximum salaries in Comparable Group B range from a low of \$13,910.00 at Fall Creek to a high of \$16,081.00 at Altoona. The Employer ranked eighth among those nine schools in 1979-80 with a BA maximum of \$14,050.00. The 1979-80 MA minimum in Comparable Group B ranged from a low of \$10,800.00 at Cadott to a high of \$11,400.00 at Elk Mound. The Employer ranked fifth with a 1979-80 MA minimum of \$11,145.00. The 1979-80 MA maximum in Comparable Group B ranged from a low of \$15,632.00 at Fall Creek to a high of \$18,325.00 at Altoona. The Employer ranked fifth in Comparable Group B with an MA maximum of \$16,865.00. The 1979-80 schedule maximum in Comparable Group B ranged from a low of \$16,382.00 at Fall Creek to a high of \$20,852.00 at

Altoona. The Employer ranked sixth with a 1979-80 schedule maximum of \$17,308.00. The 1979-80 BA seventh step salary in Comparable Group B ranged from a low of \$12,070.00 at Cadott to a high of \$13,459.00 at Altoona. The Employer ranked seventh with a 1979-80 BA seventh step salary of \$12,490.00. The 1979-80 MA tenth step salary in Comparable Group B ranged from a low of \$14,130.00 at Cadott to a high of \$15,965.00 at Altoona. The Employer's 1979-80 MA tenth step salary was \$15,105.00 and it ranked fourth in Comparable Group B.

The 1980-81 BA minimum in Comparable Group B ranged from a low of \$10,900.00 at Fall Creek to a high of \$11,400.00 at Altoona. The Employer ranked third with a BA minimum of \$11,200.00. The 1980-81 BA maximum in Comparable Group B ranged from a low of \$14,720.00 at Fall Creek to a high of \$17,627.00 at Altoona. The Employer ranked fifth with a BA maximum of \$15,450.00. The 1980-81 MA minimum in Comparable Group B ranged from a low of \$11,800.00 at Cadott to the Employer's high of \$13,000.00. The 1980-81 MA maximum in Comparable Group B ranged from a low of \$16,484.00 at Fall Creek to a high of \$20,100.00 at Altoona and the Employer ranked fourth with an MA maximum of \$18,525.00. The 1980-81 schedule maximums in Comparable Group B ranged from a low of \$17,234.00 at Fall Creek to a high of \$23,312.00 at Altoona. The Employer ranked fourth with a schedule maximum of \$19,400.00. The 1980-81 BA seventh step salary in Comparable Group B ranged from a low of \$13,192.00 at Fall Creek to a high of \$14,753.00 at Altoona. The Employer ranked fourth with a BA seventh step salary of \$13,750.00. The 1980-81 MA tenth step salary in Comparable Group B ranged from a low of \$15,338.00 at Fall Creek to a high of \$17,510.00 at Altoona. The Employer was second high in Comparable Group B with an MA tenth step salary of \$16,825.00.

Another set of comparisons deal with 1981-82 salaries in Comparable Group B that were resolved after January 1, 1982. The 1981-82 BA minimum for Comparable Group B ranged from a low of \$11,775.00 at Durand to a high of \$12,300.00 at Spring Valley. The Employer ranked third in Comparable Group B with a BA minimum of \$12,200.00. The 1981-82 BA maximum in Comparable Group B ranged from a low of \$16,260.00 at Fall Creek to a high of \$19,021.00 at Altoona. The Employer's BA maximum salary of \$16,950.00 ranked sixth in Comparable Group B. The 1981-82 MA minimum salary in Comparable Group B ranged from a low of

\$12,700.00 at Mondovi to the Employer's high of \$14,200.00. The 1981-82 MA maximum salaries in Comparable Group B ranged from a low of \$18,146.00 at Fall Creek to a high of \$22,659.00 at Durand. The Employer's MA maximum of \$20,375.00 ranked fourth in Comparable Group B during 1981-82. The 1981-82 schedule maximum in Comparable Group B ranged from a low of \$18,896.00 at Fall Creek to a high of \$25,168.00 at Altoona. The Employer's schedule maximum in 1981-82 was \$21,350.00 which was the fourth highest in Comparable Group B. The 1981-82 BA seventh step salaries in Comparable Group B ranged from a low of \$14,486.00 at Fall Creek to a high of \$15,919.00 at Altoona. The Employer's BA seventh step salary of \$15,050.00 ranked third in Comparable Group B. The 1981-82 MA tenth step salary in Comparable Group B ranged from a low of \$16,816.00 at Fall Creek to a high of \$18,894.00 at Altoona. The Employer paid an MA tenth step teacher \$18,475.00 during 1981-82 which was the second highest in Comparable Group B.

The next group comparisons involves schools in Comparable Group B who have reached an agreement on a 1982-83 salary schedule after January 1, 1982. The 1982-83 BA minimum agreed upon in Comparable Group B ranged from a low of \$12,650.00 at Mondovi to a high of \$16,400.00 at Spring Valley with an average of \$13,046.00. Both the Employer and the Association propose to pay 1982-83 BA minimum of \$13,200.00. The 1982-83 dollar increase for the BA minimum in Comparable Group B ranges from a low of \$850.00 at Mondovi to a high of \$1,275.00 at Fall Creek with an average of \$1,024.00. The Employer and the Association both propose to increase the BA minimum by \$1,000.00. The 1982-83 percentage increases for the BA minimum in Comparable Group B range from a low of 7.20% at Mondovi to a high of 10.78% at Fall Creek with an average of 8.52%. Both the Employer and the Association propose to increase the BA minimum by 8.2%. The 1982-83 BA maximum in Comparable Group B range from a low of \$17,900.00 at Spring Valley to a high of \$20,440.00 at Altoona with an average of \$18,850.00. The Employer proposes a 1982-83 BA maximum of \$18,200.00 while the Association's proposal is \$18,340.00. The 1982-83 dollar increase for the BA maximum ranges from a low of \$1,180.00 at Cornell to a high of \$2,080.00 at Fall Creek with an average of \$1,489.00. The Association propose a 1982-83 dollar increase for the BA maximum of \$1,390.00 while the Employer proposes

\$1,250.00. The 1982-83 percentage increases for Comparable Group B ranged from a low of 7.01% at Cornell to a high of 12.79% at Fall Creek with an average of 8.62%. The Employer proposes a 7.37% increase in the BA maximum for 1982-83 while the Association proposes an 8.2% increase. The 1982-83 MA minimum in Comparable Group B ranges from \$13,630.00 at Mondovi to \$14,640.00 at Spring Valley with an average of \$14,139.00. The Employer proposes an MA minimum of \$15,200.00 and the Association proposes an MA minimum of \$15,364.00. The 1982-83 dollar increase for Comparable Group B ranges from a low of \$930.00 at Mondovi to a high of \$1,271.00 at Durand with an average of \$1,128.00. The Employer proposes a dollar increase for the MA minimum of \$1,000.00 while the Association proposes \$1,164.00. The 1982-83 MA minimum percentage increases range from a low of 7.32% at Mondovi to a high of 10.32% at Fall Creek with an average of 8.67%. The Employer's proposal provides an MA minimum increase in 1982-83 of 7.04% while the Association proposes an 8.2% increase. The 1982-83 MA maximum salaries for Comparable Group B range from a low of \$20,436.00 at Fall Creek to a high of \$24,350.00 at Durand with an average of \$21,995.00. The Employer proposes an MA maximum of \$21,700.00 and the Association proposes \$22,046.00. The 1982-83 dollar increase in the MA maximums in Comparable Group B range from a low of \$1,504.00 at Mondovi to a high of \$2,290.00 at Fall Creek with an average of \$1,726.00. The Employer proposes a dollar increase of \$1,325.00 and the Association's proposal would result in a dollar increase for the MA maximum of \$1,671.00. The 1982-83 percentage increases for the MA maximum in Comparable Group B range from a low of 7.26% at Mondovi to a high of 12.62% at Fall Creek with an average increase in the MA maximum of 8.6%. The Employer proposes a 6.5% increase in the MA maximum while the Association proposes 8.2%. The 1982-83 schedule maximum for Comparable Group B range from a low of \$21,222.00 at Fall Creek to a high of \$27,046.00 at Altoona with an average of \$23,308.00. The Employer proposes a schedule maximum of \$22,700.00 and the Association's proposal is \$23,101.00. The 1982-83 dollar increase in the schedule maximum ranges from a low of \$1,538.00 at Mondovi to a high of \$2,326.00 at Fall Creek with an average of \$1,823.00. The Employer proposes a dollar increase to the schedule maximum of \$1,350.00 while the Association proposes \$1,751.00. The 1982-83 percentage increases in Comparable Group B range from a low of 7.3% at Mondovi to a high of 12.31% at Fall Creek with an average of

8.57%. The Employer proposes a 6.32% increase to the schedule maximum while the Association proposes an 8.2% increase. The 1982-83 BA seventh step salaries in Comparable Group B range from a low of \$15,710.00 at Cornell to a high of \$17,110.00 at Altoona with an average of \$16,202.00. The Employer proposes a BA seventh step salary of \$16,200.00 while the Association proposes \$16,284.00. The 1982-83 dollar increases for the BA seventh step salaries range from a low of \$1,042.00 at Cornell to a high of \$1,758.00 at Fall Creek with an average of \$1,279.00. The Employer's proposed dollar increase is \$1,150.00 while the Association's proposal is a \$1,234.00 increase at the BA seventh step. The 1982-83 percentage increases for the BA seventh step salary in Comparable Group B range from a low of 7.1% at Cornell to a high of 12.14% at Fall Creek with an average of 8.59%. The Employer proposes a 7.64% increase to the BA seventh step while the Association proposes an 8.2% increase. The 1982-83 MA tenth step salary in Comparable Group B ranges from a low of \$18,140.00 at Cornell to a high of \$20,310.00 at Altoona with an average of \$19,121.00. The Employer proposes an MA tenth step salary for 1982-83 of \$19,700.00 while the Association proposes \$19,990.00. The 1982-83 dollar increase for the MA tenth step in Comparable Group B ranges from the low of \$1,217.00 at Cornell to the high of \$2,048.00 at Fall Creek with an average of \$1,523.00. The Association proposes a dollar increase to the MA tenth step of \$1,516.00 while the Employer proposes \$1,225.00. The 1982-83 percentage increase in the MA tenth step ranges from a low of 7.19% at Cornell to a high of 12.18% at Fall Creek with an average of 8.68%. The Employer proposes a 6.63% increase in the MA tenth step for 1982-83 and the Association proposes 8.2%.

The layoff procedure in the expired Collective Bargaining Agreement between the parties permitted the employer to layoff teachers based on qualifications, certification and length of district service. Qualification was the most important factor, certification was next and least important was service with the district. The term qualification was defined to mean teaching performance in the district as evaluated by the supervisor, appropriateness of training and experience with the teaching assignment that was to be filled, academic achievement and current co-curricular assignments or activities that were to be filled. In the event that all other factors were equal, length of service with the

Employer would prevail. The Association proposed a new procedure which provides that the Employer would make layoffs based on normal attrition from employees retiring or resigning from the district, employees volunteering for halftime or fulltime layoffs and seniority. It provides that in the event of equal seniority the order of layoff and recall would be within the discretion of the Employer. It further provides that the teacher with the least seniority teaching in an assignment area at the time of the layoff will be given the layoff, except that if the Employer could demonstrate that by the lay-off of a teacher a vacancy in a dual teaching assignment would occur for which no qualified replacement can be found within two weeks, the teacher with the dual teaching assignment and dual certification will be exempt from layoff; and if the Employer could demonstrate that by the layoff of a teacher, a vacancy in a co-curricular assignment will occur for which no qualified replacement can be found within two weeks, the teacher in that co-curricular assignment will be exempt from layoff. The proposal has recall provisions that are similiar to those of the layoff. The school districts in Comparable Group A have a variety of criteria for determining layoffs. Arkansas provides that the Employer will consider qualifications, ability and seniority of the teacher. Qualifications will be determined by the general academic requirements possessed by the teacher and work experience requirements needed for certification. Ability will be determined by performance or accomplishments of the teacher as determined by evaluation by the administration and seniority will be determined primarily by the years of local experience and secondarily by the total years in education and the certified area. If the qualifications and the ability of the teachers are equal seniority will govern. Boyceville has a layoff procedure that is based on seniority as long as a teacher is certified or certifiable. It permits the utilization of the grievance procedure in the event the administration fails to comply with the criteria agreed upon. The current policy of the Employer does not permit utilization of the grievance procedure in layoff situations, except in the case of an allegation that the Employer acted in bad faith in utilizing and/or applying the procedure. The Arkansas layoff procedure permits the question to be arbitrated. The Elk Mound layoff provision provides that the Employer can layoff teachers in the inverse order of the appointment of the teacher certified in the area of layoff; and if a transfer

is required to fill a vacancy created by the layoff inverse, district wide seniority of teachers certified in the area of the layoff will apply. Glenwood City has a reduction in staff provision based on qualifications, length of departmental service and length of classroom service. In determining qualifications, Glenwood City considers teaching performance in the district as evaluated by the administration, appropriateness of training, experience in certification with respect to the teaching assignment to be filled and academic achievements. If two or more teachers are found to be equally qualified length of departmental service will prevail. Layoffs will be subject to the grievance procedure if the administration fails to comply with the criteria. Glenwood City requires that a teacher be notified by March 1 of a layoff for the ensuing school year. The same criteria will be utilized for recall of employees on layoff. Plum City has a layoff procedure using qualifications, length of departmental service and length of service as a criteria. Qualifications are based on teaching performance, appropriateness of training experience and certification with respect to the teaching assignment which must be filled academic achievements and co-curricular assignments. In the event two or more teachers are equally qualified the length of service will prevail. It contains no restriction on the utilization of the grievance procedure and arbitration in the event of a disagreement on layoffs. Prescott has a reduction of staff procedure based on length of service with the district and appropriateness of certification. In the event that a teacher is certified at the case 6 level and in subject areas at the 7-12 level, length of service within the district will apply only to that level in which the teacher is teaching when the layoff occurs. If length of service and appropriateness of certification are equal co-curricular assignments will be considered and teachers will be reinstated in the inverse order of their layoff if they are properly certified. It limits utilization of the grievance procedure to situations where there is an allegation that the Employer acted in bad faith in utilizing or applying the procedure. St. Croix Central has a layoff provision that provides teachers will be given layoffs in the inverse order of their appointment as teachers and that teachers with the most local seniority shall be transferred within the system to those areas in which they are certified or certifiable and teachers with less local seniority will be given layoffs. There is no restriction on using the grievance procedure with respect to

layoffs. Somerset has a layoff provision which provides that in giving layoffs to teachers normal attrition and volunteers will first be considered and if those procedures are insufficient to accomplish the desired reduction in staff, seniority shall be utilized to identify the least senior teacher to be given a layoff. Teachers cannot replace other teachers out of their levels of certification and layoffs can only be grieved in the event that the administration acted in bad faith in utilizing or applying the procedures. Spring Valley has a layoff provision that recognizes the principal of seniority within areas of certification and qualification. There is no restriction on grieving a layoff.

The Employer has given layoffs under its existing procedure. In 1982 the Employer gave a layoff to the least senior employee in one department and the most senior employee in another department. The most senior employee who was given a layoff in 1982 had been given a layoff in 1980 when he was the least senior teacher in the department. On that occasion two other teachers in the department quit and the employee was not given the layoff. Both of the 1982 layoffs have been grieved by the Union which contends that the Employer was acting in bad faith. The Employer's enrollment has declined from a total of 811 students in the 1977-78 school year down to 725 students in the 1982-83 school year. The current layoff language has been a part of the Collective Bargaining Agreement for at least six years. The Association has tried to change the language the last three years without success. The Employer has agreed to a layoff clause for Title I employees that is based on seniority.

The 1981-82 salary schedule had vertical increments of \$475.00 for each step and horizontal increments of \$500.00 for each step. The Employer's new proposal raises the vertical increments by \$25.00 for each step.

The Employer has had a budget that was below the cost control limitations over the past few years. The 1980-81 budget was \$74,111.00 under the maximum limitation and the actual expenditures were \$139,225.00 under the maximum limitation. The 1981-82 budget was \$53,742.00 under the maximum permitted by the cost control limitations.

The Employer's 1981-82 instructional costs totalled \$1,053,636.00. This figure included \$821,160.00 for wages, \$19,180.00 for extracurricular pay,

\$3,650.00 for summer school pay, \$42,272.00 for health insurance, \$13,851.00 for dental insurance, \$56,543.00 for social security and \$97,051.00 for the state retirement system. This was for a full time equivalency staff of 46 1/2 teachers. In estimating its 1982-83 instructional costs the Employer used its 1981-82 staff and it moved it forward one year to the new salary schedule. Under the Employer's proposal the total instructional cost would be \$1,150,560.00. That figure includes \$889,800.00 for wages, \$20,832.00 for extracurricular pay, \$3,955.00 for summer school pay, \$55,673.00 for health insurance, \$13,801.00 for dental insurance, \$61,277.00 for social security and \$105,178.00 for the state retirement system. That would provide an 8.36% increase in the cost of the teachers' salary and would provide an average teacher increase of \$1,476.11. The total increase in instructional costs would be 9.2% and the average increase in instructional cost per teacher would be \$2,083.44. Using that same method the total instructional costs under the Association's final offer is \$1,163,010.00. That figure includes \$900,323.00 for wages, \$20,832.00 for extracurricular pay, \$4,020.00 for summer school pay, \$55,673.00 for health insurance, \$13,801.00 for dental insurance, \$61,986.00 for social security and \$106,393.00 for state retirement. The increase in costs for teacher salaries would be 9.64% and the average teacher increase would be \$1,702.41. The total increase in instructional costs would be 10.38% and the average increase in instructional costs per teacher would be \$2,352.13. The Employer has given its clerical staff, nurse, busdrivers, custodial staff and food service employees 8% increases for the 1982-83 school year. These increases were not a result of collective bargaining. The Village of Colfax gave its employees a 5.7% increase for 1982 and another 5% effective May 1, 1983. Dunn County gave all of its employees except those working at the Health Care Center a 2% increase plus the amount generated by the cost of living allowance for the year 1982. The

substantially in the past year because of changes in the dairy support program and other agricultural policies. There has been a substantial deterioration in the financial condition of most farmers in the country and in the geographical area in which the Employer is located. The prices farmers have received for the products they sell have dropped in recent months. Wisconsin private sector Employers have made adjustments in their work force and compensation that have implications for the public sector in terms of changes in the taxpayers ability to pay for state and local government services as well as the comparability between public and private employee pay and benefits. Personnel costs constitute 50-80% of state and local government budgets and comparability between public and private employee pay and benefits is an important criteria in public employee compensation considerations. The adjustments being made in the private sector should be reflected in public employee wage settlements. In the last 24 months the unemployment rate in the State of Wisconsin has increased from just below 9% to well above 11%. From January of 1981 to October of 1982 the Consumer Price Index has increased from 260.7 to 293.6 which is an increase of 12.6%. From January of 1981 to October of 1982 the Consumer Price Index has increased from 282.1 to 293.6 or 4.07%. The rate of annual increase has decreased from 11.7% in January of 1981 to 8.2% in January of 1982 to 5% in October of 1982.

The Employer advocates a comparable group consisting of all of the schools in the Dunn-St. Croix Athletic Conference, hereinafter referred to as Comparable Group C. Comparable Group C consists of the same school districts that are included in Comparable Group A except that it does not include Somerset. The 1981-82 enrollment in Comparable Group C ranges from a low of 257 students at Arkansaw to a high of 958 at Prescott. The Employer had 724 students that year. The full time equivalent faculty in Comparable Group C for 1981-82 ranged from a low of 22.5 at Arkansaw to a high of 56 at Glenwood City. The Employer had a full time equivalent faculty of 46.37 teachers during that year. The 1981-82 full value tax rate per thousand dollars of property in Comparable Group C ranged from a low of \$9.04 at Prescott to a high of \$14.41 at Arkansaw. The Employer's tax rate of \$11.86 per thousand dollars was second high in Comparable Group C. The equalized valuation per pupil in Comparable Group C for 1981-82 ranged from a

low of \$86,176.00 at Elk Mound to a high of \$139,453.00 at Plum City. The Employer was fourth highest in Comparable Group C with an equalized valuation per pupil of \$109,240.00. The 1981-82 state aid per pupil in Comparable Group C ranged from a low of \$881.72 at Prescott to a high of \$1440.49 at Arkansaw. The Employer ranked sixth high in state aid per pupil in Comparable Group C with \$1,187.16. The 1981-82 school cost per pupil in Comparable Group C ranged from a low of \$2,159.44 at Elmwood to a high of \$2,880.69 at Arkansaw. The Employer had the second highest school cost per pupil in Comparable Group C with \$2,483.14. The 1981-82 BA minimums in Comparable Group A range from a low of \$11,330.00 at Arkansaw to a high of \$12,300.00 at Spring Valley. The Employer was third from the top with a salary of \$12,200.00. Of those schools who have reached agreements on a 1982-83 collective bargaining agreement the BA minimums range from a low of \$12,200.00 at Arkansaw to a high of \$13,400.00 at Spring Valley. The Employer and the Association both propose a BA minimum salary of \$13,200.00 for the 1982-83 school year which would be fourth highest in Comparable Group C. The 1981-82 BA maximums in Comparable Group C range from a low of \$16,380.00 at Boyceville to a high of \$17,811.00 at Prescott. The Employer paid a BA maximum teacher \$16,950.00 that year which was seventh highest in Comparable Group C. Of those school districts in Comparable Group C who have reached agreement on a 1982-83 collective bargaining agreement the BA maximums range from a low of \$17,850.00 at Boyceville to a high of \$19,236.00 at Prescott. The Employer proposes a BA maximum of \$18,200.00 for 1982-83 which would be third from the lowest of those school districts that have reached agreement. The Association proposes a BA maximum of \$18,340.00 for 1982-83 which would be the sixth highest in Comparable Group C. The 1981-82 MA minimums for Comparable Group C range from a low of \$11,990.00 at Arkansaw to the Employer's high of \$14,200.00. The MA minimums for those school districts in Comparable Group C that have reached agreement on a 1982-83 collective bargaining agreement range from a low of \$12,800.00 at Arkansaw to a high of \$15,173.00 at Boyceville. Either the Employer's proposal of \$15,200.00 or the Association's proposal of \$15,364.00 would give it the highest 1982-83 MA minimum in Comparable Group C. The 1981-82 MA maximum salaries in Comparable Group C range from a low of \$18,136.00 at Arkansaw to a high of \$22,295.00 at Elmwood. The Employer paid the fifth highest MA maximum salary in Comparable Group C that

year. Among those schools in Comparable Group C that have reached agreement on a 1982-83 collective bargaining agreement the MA maximum ranges from a low of \$19,257.00 at Arkansaw to a high of \$24,172.00 at Elmwood. The Employer's proposal of \$21,700.00 would be the seventh highest in Comparable Group C while the Association's proposal of \$22,046.00 would be fourth highest. The 1981-82 schedule maximums in Comparable Group C range from a low of \$18,467.00 at Arkansaw to a high of \$23,910.00 at Boyceville. The Employer ranked fifth high in Comparable Group C that year with a schedule maximum of \$21,350.00. Among the school districts in Comparable Group C who have reached agreement for 1982-83 the schedule maximums range from a low of \$19,346.00 at Arkansaw to a high of \$24,983.00 at Elmwood. The Employer's proposal of \$22,700.00 would rank sixth highest in Comparable Group C while the Association's proposal of \$23,101.00 would also be sixth highest in that comparable group.

DISCUSSION:

The Union contends that the most appropriate comparable group that should be considered by the arbitrator consists of the school districts located in the Dunn-St. Croix Athletic Conference plus the Somerset School District. It points out that Somerset was a member of the Dunn-St. Croix Athletic Conference at one time, has approximately the same number of pupils, has a comparable full time equivalent professional staff and is considering moving back to the Dunn-St. Croix Athletic Conference. The Employer would rely on Comparable Group C which consists of the school districts in the Dunn-St. Croix Athletic Conference. It is the same as Comparable Group A except that it does not include the Somerset School District. The Employer points out that each of the districts that it considers comparables are in relatively close geographic proximity to the Employer, are in the same athletic conference, and have comparable average daily enrollment, membership and full time equivalent staff.

Somerset is appropriately included in the comparable groups to which the Employer should be compared except for the fact that it is not now in the Dunn-St. Croix conference although it has been in the past and may be in the future. Either of those groups serves as a satisfactory comparable group and the arbitrator will rely on them both. The Union would also have the arbitrator rely on a comparable group consisting of similar sized school districts reaching collective bargaining agreements after January 1, 1982 within a 35 mile radius of the Employer. This comparable group has been referred to as Comparable Group B and the school districts in it have comparable sized faculties and are in the same geographical area as the Employer. The Employer objects to Comparable Group B and contends it is being used to create a 1982-83 settlement pattern much broader than actually exists in northwestern Wisconsin. The arbitrator would concede that Comparable Group B is somewhat broader and the relationships between the school districts are not as close as those in Comparable Groups A and C but it is an appropriate group for consideration although not to the degree that Comparable Groups A and C are.

The final offers of the parties both provide for a BA minimum salary base of \$13,200.00. The Union proposes that the lateral steps in the salary schedule be increased to \$541.00 from the present \$500.00 and the vertical steps be increased to \$514.00 from the present \$475.00. The Employer would leave the lateral step increment at \$500.00 and increase the vertical step increment to \$500.00. The Union points out that the pattern of settlements in the area support its position on salary increases. It compares the seven bench mark positions of BA minimum, BA seventh step, BA maximum, MA minimum, MA tenth step, MA maximum, and schedule maximum. The 1982-83 settlements reached in Comparable Group C include four that were parts of two year agreements. Those four schools provided for average percentage increases of 8.47 at each of the bench mark positions. The 1982-83 settlements agreed upon after January 1st, 1982 in Comparable Group A provide an average percentage increases of the bench mark positions ranging from a low of 7.78% at the MA 10th step to a high of 8.886 at the MA minimum.

During the 1981-82 school year the Employer paid salaries for the bench mark position that ranked it as follows in Comparable Group A: 4th of 10 for the BA,

4th of 10 for the BA seventh step, 6th of 10 for the BA maximum, 1st of 10 for the MA minimum, 3rd of 10 for the MA tenth step, 4th of 10 for the MA maximum, and 5th of 10 for the schedule maximum. The Association's proposal would retain the rankings for each of those seven bench mark positions except that the BA seventh would rise to 3rd of 10, the MA maximum would decline to 5th of 10 and the schedule maximum would decline to 7th of 10. The Employer's proposal would retain the relationships except that the BA maximum would decline to 7th of 10 and the MA maximum would decline to 8th of 10. The changes in the schedule that would result from either of these salary proposals are minor except that the Employer's proposal would result in a substantial drop in ranking of the MA maximum. The Employer's 1981-82 salary schedule had the following rankings in Comparable Group B: BA-3rd of 9, BA seventh step-3rd of 9, BA maximum-6th of 9, MA minimum-1st of 9, MA tenth step-2nd of 9, MA maximum-4th of 9 and schedule maximum-4th of 9. The Association's proposal would change those relationships in the 82-83 school year so that the BA would be 5th of 9, BA seventh step would be 3rd of 9, BA maximum would be 6th of 9, the MA minimum would be 1st of 9, the MA tenth step would be 2nd of 9, the MA maximum would be 4th of 9 and the schedule maximum would be 5th of 9. The Employer's proposal would result in differences from the Association's proposal at the BA seventh step which would be 4th of 9, the BA maximum which would be 7th of 9, and the MA maximum which would be 6th of 9. The relationships of the various bench mark positions of the Employer would not change in their relationships to those positions in other school districts in Comparable Group B in any substantial amount with either the Employer's proposal or the Association's proposal.

The Association points out that the year preceding July of 1982 reflected an increase in the CPI for non-metropolitan wage earners in the Minneapolis-St. Paul area of 9.2%. At the Employer's annual school meeting in July of 1982 the taxpayers passed a budget reflecting a 10.96% salary increase.

The Employer's salaries rank favorably with the salaries received by teachers in any of the comparable groups under either the Employer's offer or the Association's offer. The Employer's non-teaching personnel all received 1982-83 wage increases of 8% which is less than either the Employer's final offer or the Association's final offer. It is normal to maintain a relationship

between the increases given to different employees of the same Employer. It is just as important to maintain the relationships with teachers employed by the school districts in the comparable group.

The Association argues that the Employer's 1981-82 salary schedule was based upon a 3.9% index system. Its proposal for 1982-83 is based upon a 3.9% index system while the Employer's proposal generates a 3.8% salary schedule index. The Union contends that this is a departure from the historical index system utilized by the parties. The fact is that the Employer's salary schedule has not historically been bargained on the base of a 3.9% step index system. The schedule was based upon fixed dollar amount increments which has generated a step index system ranging from 3.8% to 4%. The 1980-81 salary schedule was based upon vertical increments of \$425.00 and lane increments of \$450.00. That schedule did not generate an index system based on percentages. In arriving at the 1981-82 salary schedule, \$50.00 was added to both the vertical increments and the lane increments to arrive at vertical increments of \$475.00 and lateral increments of \$500.00. Those increments do not constitute an index system based on a percentage of the base. In effect there has been no true index system and the parties have bargained the dollar amount of the increments each year from the 1978-79 school year to the present. While there has been no true index system, the relationship of the steps has ranged from 3.8% of the BA base to 4%. The Employer's 1982-83 proposal would result in a dollar increase in the increment but a slight decline in the percentage of this base. The Association's proposal would result in a larger dollar increase in the increment and retain the same percentage of the base. The salary schedules are not something with which an arbitrator should tamper and ordinarily any changes are left to the parties to make through bargaining. In this case both parties have proposed to move the salary schedule around but they could not reach agreement. The Association's proposal adheres closely to the relationships that existed during the 1981-82 school year. The only reason for changing relationships within a salary schedule is because of some inequity or because it falls out of line with the relationships with other salary schedules in the comparable group. Neither proposal would result in a substantial change in existing relationships or cause any great inequity.

There is not a substantial difference between the actual cost of the parties respective final offers. The Employer's proposal including the changes in the step increase and the base result in an average teacher wage increase of \$1476.11 while the Association's proposal would result in an average teacher increase of \$1702.41. The percentage increase of the Employer's offer would be 8.36% while the Association's would be 9.64%. The total difference in the cost of the two proposals is \$10,523.00. The Employer's proposal is more appropriate than that of the Association because it limits the average teacher wage increase to 8.36% while the Association's would be 9.64%. The average increase in the State of Wisconsin is approximately 8.5% and that is the pattern that has been established in the comparable groups. The Association's proposal is more appropriate in that it more nearly maintains the relationships at the various steps of the salary schedule that existed in the past and the relationships of the Employer's bench mark positions to those same positions in other school districts in the comparable groups.

Either of the wage proposals of the parties falls within the statutory criteria that the arbitrator is required to consider. They both are within the scope of the lawful authority of the Employer and they are substantially within the patterns that have been established by the school districts in each of the comparable groups. Both proposals provide a percentage increase in wages that is greater than the current rate of increase in the Consumer Price Index and just under the increase in the Consumer Price Index between July of 1981 and July of 1982. The two proposals come close to reflecting the increase in the cost of living between the beginning of the 1981-82 school year and the beginning of the 1982-83 school year. The arbitrator is not uncomfortable with the salary proposal of either the Employer or the Association and that will not be the controlling factor in reaching the decision in this matter.

The Association's proposal to revise the layoff clause is the crucial issue in this dispute. The current language in the collective bargaining agreement and the one that the Employer has included in its final offer affords very little protection to the most senior class room teachers based upon their seniority. The same contract provision provides that teachers who are teaching in programs funded by Title I of the elementary and secondary education act will

be given layoffs on inverse district wide seniority. The Association does not take issue with that part of the Employer's proposal which permits the Employer to determine whether or not a layoff is necessary. It aims its objections to the Employer's layoff proposal at the criteria determining who will be given layoffs. The Association contends that seniority should be the criteria for determining who is to be given layoffs. It contends that seniority in layoff provisions is more the rule than the exception and calls attention to the fact that of the 10 school districts in Comparable Group A only the Employer and Arkansaw have contract language which places seniority as the lowest criteria to be considered in the layoff procedure. Of the remaining 8 schools, 5 have strict seniority provisions and a 6th has reached tentative agreement on a layoff provision which places length of district service within the area of certification as the chief component of the layoff provision. Prescott places seniority as the primary criteria with the qualification that the more senior teacher must be teaching in the area that the layoff occurs. Plum City has language similar to that of the Employer but it also has a provision that a teacher with 10 years of service will not be given a layoff. The Association objects to the Employer's layoff proposal because it offers the Employer carte blanche to pick and choose who it wishes to layoff and its decisions are not subject to arbitration except where there is an allegation that it acted in bad faith in utilizing or applying the criteria in the layoff provision. The Association contends that its proposal affords flexibility in that it accounts for normal attrition as well as an employee volunteering for lesser positions or job sharing. The Association contends that its proposal gives the Employer flexibility to protect teachers with dual teaching credentials as well as in the assignment of co-curricular activities while still offering the more senior teachers substantial security. The Employer objects to the Association's layoff proposal because it redefines a layoff to include a partial reduction in the teacher's hours, includes a layoff time line requiring preliminary notice of layoff for a succeeding year of 90 days prior to the completion of the current school year and bases layoff upon seniority in the teaching assignment area (certification) regardless of whether the teacher has had prior experience in that assignment area. The Employer objects to the features of the Association's proposal requiring that teachers be recalled on a seniority basis within cer-

tification without regard to prior experience. The Employer objects to the elimination of the separate teaching assignment areas of K-6 and 7-12 contained in its proposal because it would allow for district wide bumping. The Employer also objects to the Association's proposal because it provides that layoffs are subject to the grievance procedure. In effect the Association proposes a complete revamping of the current layoff provision and is a radical departure from the existing procedure. The Association argues that the Employer's argument on time lines has no merit because it has adhered to a date earlier than March 1st in notifying a teacher of an impending layoff and it has caused no problem. The Employer argues that the only school districts in Comparable Group A that require notice of layoff be given before March 1st are Elmwood, Glenwood City and Pepin. Spring Valley, Prescott, Plum City and Arkansaw impose no notice upon the Employer. Boyceville and St. Croix Central do not allow layoffs during the term of an individual contract but there is no limit on the school districts' right to layoff at any time for the succeeding school year. Elk Mound provides for a 30 day notice requirement prior to either semester. The Association argues that six of the school districts in Comparable Group A follow a March 1st time line and Elk Mound has a pay off for breaking a teacher's contract after a year. The remaining schools in Comparable Group A contain no references to a time line in their layoff provisions but in practice have followed the time line contained in Section 118.22 of the Wisconsin Statutes.

The Employer objects to the feature of the Association's proposal that would allow teachers to bump into areas in which they have no prior experience. It contends that district wide bumping is not found in the majority of the school districts in Comparable Group C. The Association points out that the Elk Mound layoff clause states that teachers will be given layoffs by seniority in the area of certification and if a transfer is required inverse district wide seniority will apply. The layoff provision in Glen Wood City uses a standard of seniority and certification and implies bumping. The same is true of Prescott except for the fact that bumping is limited on a K-6 or a 7-12 basis. Of the eight districts in Comparable Group A which have layoff provisions only Plum City does not have a bumping provision. The Union points out that the Employer's Title I layoff provision provides for bumping because of its strict

seniority guidelines. The Employer objects to the provision in the Association's proposal including a partial reduction in hours within the layoff clause, contending that it is seeking additional protection which is not provided in the majority of the conference schools. The Association points out that of the eight schools in Comparable Group C with layoff provisions, four have provisions providing for partial layoffs as do the Employer's Title I teachers. The most convincing argument that the Employer makes in behalf of its proposal is that the existing language has been applied in a manner that would have resulted in the same layoffs if the language contained in the Association's proposal had been contained in the collective bargaining agreement because the Employer's most recent layoffs involved the least senior teachers in the area of layoffs.

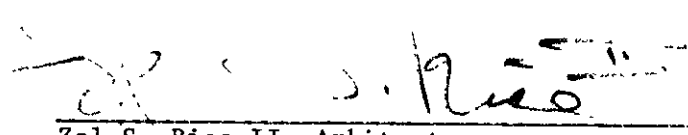
Arbitrators generally subscribe to the view that unless exceptional circumstances prevail a fundamental change in the layoff language or any other aspect of the bargaining relationship should be negotiated voluntarily by the parties and not imposed by an arbitrator. These parties voluntarily bargained the current language and have lived with it through a number of contracts. The Union has sought to change the layoff language on a number of occasions but no agreement has been reached. Either the Employer has been too rigid in its bargaining or the Union has tried to make too big a change in the existing language. The arbitrator finds that there is potential in the existing language for the Employer to abuse the layoff procedure and treat employees in an unfair manner. The seniority factor is the least significant factor to be considered under the Employer's language and seniority is a basic concept of collective bargaining that has been a primary factor in determining layoffs even before the advent of collective bargaining agreements. The Employer's language has been applied in a manner that has resulted in the layoff of the same people who would have been given layoffs under the language proposed by the Association. Thus the Union is unable to point to an inequity that has resulted from the language contained in the collective bargaining agreement. There is no inequitable result to which the Association can point that has resulted from the application of the language contained in the existing collective bargaining agreement. Without such an inequity there is no overriding consideration that would compell

the arbitrator to impose new language on a collective bargaining relationship to replace that which was agreed upon by the parties in negotiations. Arbitrators prefer negotiated provisions over awarding modifications. The Association is seeking to change a negotiated provision which has been implemented in a manner that has resulted in the same layoffs that would have occurred had the Association's proposal been in the collective bargaining agreement. Admittedly the possibility of abuse of the layoff procedure does exist and the Association would like to have language included in the collective bargaining agreement that would eliminate such a possibility. Perhaps some modification of its proposed language or some trading on issues might result in language that would be acceptable to it as well as the Employer. If the Employer should administer the existing language in a manner that does not recognize or credit the seniority of a veteran teacher, an arbitrator would not hesitate to impose new language on the parties that would specifically require some substantial recognition of seniority in laying off teachers.

FINDINGS AND AWARD

After full consideration of the criteria listed in the statute and after careful and extensive examination of the exhibits and arguments of the parties the arbitrator finds that the Employer's final offer, attached hereto and marked Exhibit B, is more appropriate than that of the Union and orders the Employer's proposal to be incorporated into an agreement containing the other items to which the parties have agreed.

Dated at Sparta, Wisconsin, this 8th day of March, 1983.


Zel S. Rice II, Arbitrator

Name of Case: School District of Colfax
Case II 30054 Mod/ARB - 1794

The following, or the attachment hereto, constitutes our final offer for the purposes of mediation-arbitration pursuant to Section 111.70(4)(cm)6. of the Municipal Employment Relations Act. A copy of such final offer has been submitted to the other party involved in this proceeding, and the undersigned has received a copy of the final offer of the other party. Each page of the attachment hereto has been initialed by me.

8-23-82
(Date)

R. F. Gillogoi
(Representative)

On Behalf of: WCEA - Colfax - (Union)

4th & final offer

1. Salary: 1000 Base 13,200
541 →
514 ↓

2. L/O - w/ Modification

3. All T.A's 9 thru 9
delete "b"

4. full Retro Salary.

Ry Gully
7:42
8-23-82

LAY-OFF PROCEDURE

1. When the Board in its judgement determines that a lay-off, full lay-off or in part (partial lay-off) of teachers is necessary, the Board or its representatives will determine in comparison with other teachers and on an individual basis, which teachers are to be laid-off in accordance with criteria set forth below in paragraphs 2, 3, and 4. Preliminary notice of a lay-off for a succeeding year shall be given ninety days prior to the completion of the current school year.
2. The Board shall consider the following ordered factors in determining which unit employee(s) shall be laid-off.
 - a. Normal attrition from employees retiring or resigning from the district.
 - b. Unit member volunteers for a one-half or full-time lay-off, to include volunteers for job sharing.
 - c. Seniority.
 - d. In the event of equal seniority, the order of lay-off and recall shall be within the discretion of the School Board.
3. The Board determines the assignment area (certification) in which the lay-off shall occur.
4. The teacher with the least seniority teaching in the assignment area at the time of the lay-off shall be laid-off except:
 - a. If the Board can demonstrate that by the lay-off of a teacher a vacancy in a dual teaching assignment (one which requires dual certification) will occur for which no qualified replacement can be found, the teacher with that dual teaching assignment and dual certification shall be exempt from the lay-off;
 - b. If the Board can demonstrate that by the lay-off of a teacher a vacancy in a co-curricular assignment will occur for which no qualified replacement can be found, the teacher with that co-curricular assignment shall be exempt from lay-off;
5. When the administration determines that a recall of laid-off teacher(s) is necessary, the Administration shall, using the lay-off criteria in paragraphs two, three, and four, evaluate the laid-off teacher(s) and upon determination that the teacher is qualified, recall that teacher.
6. The Board shall send the recall notice to the teacher's last known address.
 - a. It shall be the teacher's responsibility to keep the Board informed as to his/her current address.
 - b. If the Board does not within 14 calendar days from the date of mailing the notice receive written confirmation of the teacher's acceptance of recall, the teacher loses all rights to be recalled. Failing to report at the requested time will result in termination of employment.
 - c. Any teacher not recalled within 2 years of lay-off shall be deemed to be no longer on the recall list and shall have no recall rights.

7. It is understood that the teacher with most local seniority shall be transferred within the system to those areas in which they are certified to teach and teachers with less local seniority shall be laid off.
8. Seniority: For the purpose of this Article, seniority shall be computed from the date on which the teacher was first approved for employment by the Board of Education and it shall accrue only in the case of continuous employment. Seniority for work on a part-time basis shall be computed at the same percentage as the teacher's part-time contract. Approved leaves shall not be considered an interruption of continued employment for the purpose of this Article. For the purpose of this Article, continuous employment shall include both paid and unpaid leaves.

Name of Case: School District of Colfax Med/Arb-

The following, or the attachment hereto, constitutes our final offer for the purposes of mediation-arbitration pursuant to Section 111.70(4)(cm)6. of the Municipal Employment Relations Act. A copy of such final offer has been submitted to the other party involved in this proceeding, and the undersigned has received a copy of the final offer of the other party. Each page of the attachment hereto has been initialed by me.

8/23/82
(Date)


(Representative)


On Behalf of: SCHOOL DISTRICT OF COLFAX (employer)

Fourth + Final Final Offer

1. \$13,200 base
 \$500 step increment
 \$500 love increment

2. All other items as is, except:
 - a. 8E - 10 years experience
 - ~~b. 2D negotiators~~
 - c. 8C - compensator
 - d. insurance to reflect \$132.26, \$50.46, \$30.02, \$10.40 board contributions and ~~change~~ change of carrier language (Board will change to WEAT ASAP)
 - e. calendar + snow days
 - f. fair share
 - g. 9% extra-curricular increases

Respectfully Submitted,
Colfax School District

7³⁰ pm


8/23/82

Name of Case: School District of COLFAX
Case II 30054 Mod/ARB - 1794

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8-23-82
(Date)

R. F. Gilligan
(Representative)

On Behalf of: WCEA - Colfax - (Union)

3. All T.A's 9 thru 9
delete "b"

4. full Retro Salary.

Ry Gully —

7:42

8-23-82

LAY-OFF PROCEDURE

1. When the Board in its judgement determines that a lay-off, full lay-off or in part (partial lay-off) of teachers is necessary, the Board or its representatives will determine in comparison with other teachers and on an individual basis, which teachers are to be laid-off in accordance with criteria set forth below in paragraphs 2, 3, and 4. Preliminary notice of a lay-off for a succeeding year shall be given ninety days prior to the completion of the current school year.
2. The Board shall consider the following ordered factors in determining which unit employee(s) shall be laid-off.
 - a. Normal attrition from employees retiring or resigning from the district.
 - b. Unit member volunteers for a one-half or full-time lay-off, to include volunteers for job sharing.
 - c. Seniority.
 - d. In the event of equal seniority, the order of lay-off and recall shall be within the discretion of the School Board.
3. The Board determines the assignment area (certification) in which the lay-off shall occur.
4. The teacher with the least seniority teaching in the assignment area at the time of the lay-off shall be laid-off except:
 - a. If the Board can demonstrate that by the lay-off of a teacher a vacancy in a dual teaching assignment (one which requires dual certification) will occur for which no qualified replacement can be found ^{within two weeks of receipt of the notice of lay-off}, the teacher with that dual teaching assignment and dual certification shall be exempt from the lay-off;
 - b. If the Board can demonstrate that by the lay-off of a teacher a vacancy in a co-curricular assignment will occur for which no qualified replacement can be found, ^{the teacher with that co-curricular assignment shall be exempt from lay-off.} the teacher with that co-curricular assignment shall be exempt from lay-off.
5. When the administration determines that a recall of laid-off teacher(s) is necessary, the Administration shall, using the lay-off criteria in paragraphs two, three, and four, evaluate the laid-off teacher(s) and upon determination that the teacher is qualified, recall that teacher.
6. The Board shall send the recall notice to the teacher's last known address.
 - a. It shall be the teacher's responsibility to keep the Board informed as to his/her current address.
 - b. If the Board does not within 14 calendar days from the date of mailing the notice receive written confirmation of the teacher's acceptance of recall, the teacher loses all rights to be recalled. Failing to report at the requested time will result in termination of employment.
 - c. Any teacher not recalled within 2 years of lay-off shall be deemed to be no longer on the recall list and shall have no recall rights.

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8/23/82
(Date)


(Representative)

On Behalf of: SCHOOL DISTRICT OF COLFAX (employer)
